UNITED STATES OF AMERICA
THE NATIONAL LABOR RELATIONS BOARD
REGION 22

PLANNED BUILDING SERVICES, a part of PLANNED COMPANIES and related to PLANNED LIFESTYLE SERVICES, **Employer,** **and** **LOCAL 32BJ, SERVICE EMPLOYEES INTERNATIONAL UNION,** **Petitioner,** **and** **LOCAL 741, NATIONAL ASSOCIATION OF SPECIALTY TRADES UNION, NASTU, formerly Local 124, R.A.I.S.E.,** **Intervenor.**	**Case No. 22-RC-228543**

EMPLOYER'S REQUEST FOR REVIEW OF THE REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION AND REQUEST FOR EXTRAORDINARY RELIEF

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I. INTRODUCTION

On October 3, 2018,[1] Local 32BJ, Service Employees International Union ("Petitioner" or “32BJ”) filed a representation petition with Region 22 of the National Labor Relations Board (“NLRB” or “Board”) seeking to represent certain employees of Planned Building Services (“PBS”) and Planned Lifestyle Services (“PLS”), both separate divisions operating under Planned Companies (“Planned”) (hereinafter collectively referred to as “Employer”). 32BJ sought to represent the housekeeping[2] and front service[3] employees of the Employer employed at Galaxy Towers, a condominium building located at 7000 Kennedy Boulevard East, Guttenberg, New Jersey 07093 ("Galaxy Towers").

However, at the time 32BJ filed the instant petition, a collective bargaining agreement (“CBA”) was in place based on agreements the Employer had previously reached with the housekeeping and front service employees’ bargaining representative Local 741, National Association of Specialty Trades Union (“Intervenor” or "Local 741"). Specifically, the two memorandum of agreements (“MOA”) between each respective Planned entity – PBS and PLS – and Local 741, taken as a whole, constituted a bar to the further processing of 32BJ’s October 3 petition.[4]

The MOAs cover critical items such as employees’ applicable wage increase structure, health insurance plan, and a new 401k retirement benefits plan, among other essential terms and

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[1] Hereinafter, all dates refer to 2018 unless noted otherwise.

[2] Janitorial/cleaning employees consisting of porters and matrons.

[3] Front desk/lobby area employees such as doormen and concierges.

[4] Both MOAs have a duration period of July 1 through June 30, 2021. Each MOA applies to the classification at Galaxy Towers that each Planned entity has historically covered, *i.e.*, the Employer PBS MOA applies to housekeeping employees and the Employer PLS MOA applies to the front service employees.

conditions of employment. Importantly, these MOAs were also preceded by a CBA between the Employer and Local 741 that ran from May 1, 2015 through April 30 ("2015 CBA").[5] The 2015 CBA was the only agreement negotiated between the Employer and Local 741 and it covered the only classifications – housekeeping and front service – employed by the Employer at Galaxy Towers since the inception of this bargaining relationship in 2015.

On October 16, the parties participated in a pre-election hearing wherein the only issue was whether the two MOAs served as a contract bar to the further processing of the 32BJ petition. On November 19, the Regional Director of Region 22 issued a Decision and Direction of Election ("DDE") finding no contract bar at hand and scheduling an election for December 6.

The Employer, pursuant to Section 102.67(c) of the Board's Rules and Regulations, respectfully submits this Request for Review of the DDE issued by the Regional Director on November 19. Additionally, the Employer, pursuant to Section 102.67(j) of the Board's Rules and Regulations, also respectfully submits a Request for Extraordinary Relief in the form of expedited consideration of its request or, in the alternative, a stay of further Regional Director action until its request for review is considered by the Board.

As will be further shown below, such relief is necessary under the particular circumstances of this case.

II. FACTUAL BACKGROUND

Since 2015, the Employer and Local 741 have had a bargaining relationship at Galaxy Towers for one bargaining unit made up of only two classifications (housekeeping and front

[5] The record shows that Local 741 is the same union as Local 124 (the signatory of the 2015 CBA), with the only difference being a name change that occurred sometime in 2015. Transcript at 14, 29-30, 51, and 59-60. Moving forward, citations to transcript page and exhibit numbers are as follows: Transcript = "Tr."; Employer Exhibit = "ERX"; and Petitioner Exhibit = "PX."

service employees). Tr. at 29. The Employer and Local 741 have no other bargaining relationship at any other location for any other classification of employees. Tr. at 29, 41 and 43. On April 30, the 2015 CBA expired. Over the next few months, Planned President and CEO Robert Francis ("Francis") engaged in several negotiation sessions for a successor contract with Local 741 President, Andrew Franze ("Franze") and Local 741 Labor Consultant, Louis DeAngelis ("DeAngelis"). Tr. at 31-32.

The negotiation sessions culminated in the parties agreeing to two separate MOAs on or about September 5 or 6 for the same Planned entities – PBS and PLS – that have historically governed the terms of each respective classification – housekeeping and front service – encompassed in the 2015 CBA. Tr. at 31-32, 36, 38 and 41. Mr. Francis executed the MOAs on September 11 and immediately implemented the terms of the MOAs. Tr. at 32. Mr. Franze executed the MOAs on September 27. Tr. at 63 and 76. The MOAs covered and provided for "sick day increases, [] a holiday increase, [] the snow shoveling [payment] addition…added to the contract to be paid during times when there's a snowstorm,"[6] wage increases and new hire rates, medical insurance and a new 401k retirement plan. Tr. at 35. Specifically, the Employer on September 14 also provided all housekeeping and front service employees retroactive wage increases dating back to July 1 pursuant to these MOAs. Tr. at 32 and 119.

The parties repeatedly testified that it was their full intent to incorporate the 2015 CBA into the MOAs for all terms not specifically adjusted or covered by the MOAs. Tr. at 36, 39, 41, 53-54, 64 and 87-89. Indeed, both parties actually understood this to be the case in light of the Employer's full compliance with the MOAs and the fact that the 2015 CBA was left posted on

[6] The Employer PBS MOA is the only contract that contains a "Snow Shoveling" addition. Front service employees (PLS) do not receive this benefit. See ERX #2(a) and (b).

the employer bulletin board so that employees could refer back to it. Tr. 35-36 and 115-16. The housekeeping and front service employees also understood that all 2015 CBA terms not changed by the MOAs would survive because they were privy to the negotiations for these MOAs as they were not excluded from bargaining. Tr. at 35 and 39. Further, nothing in the record or the parties' conduct demonstrates or even indicates that bargaining unit employees did not enjoy or benefit from the other terms included in the 2015 CBA which were not changed by the MOAs.[7]

III. STANDARD UPON WHICH TO SEEK BOARD REVIEW OF REGIONAL DIRECTOR ACTION

The Board will grant a party's request for review of a Regional Director's DDE only upon one or more of the following grounds:

- (1) That a substantial question of law or policy is raised because of:
    - (i) The absence of; or
    - (ii) A departure from, officially reported Board precedent.
- (2) That the Regional Director's decision on a substantial factual issue is clearly erroneous on the record and such error prejudicially affects the rights of a party.
- (3) That the conduct of any hearing or any ruling made in connection with the proceeding has resulted in prejudicial error.
- (4) That there are compelling reasons for reconsideration of an important Board rule or policy.

[7] For instance, at no point was it alleged that employees lost access to their break room, seniority, vacation time, or anything else not explicitly covered by the MOAs.

Section 102.67(d) of the Board's Rules and Regulations.[8]

Here, it is appropriate for the Board to grant review. There is a substantial question of law raised because of both a departure from Board precedent and the absence of Board precedent under our unique and particular set of facts. First, contrary to the DDE, the MOAs contain substantial terms of employment deemed sufficient to stabilize the bargaining relationship between the Employer and Local 741.[9]

Notwithstanding the MOAs substantial terms, the Regional Director concluded that the MOAs failed as a bar because they are deficient with respect to unit description and geographic scope. This conclusion was made despite the fact that the Employer and Local 741 have only had one contract – and bargaining relationship – existing at one location (Galaxy Towers) for this one bargaining unit made up of only two classifications. Tr. 40-41. To this end, the Employer believes parol evidence is necessary and appropriate in resolving this alleged contract deficiency issue because, otherwise, the Board would be ignoring the actual realities underlying the bargaining parties' relationship.

Granting the Employer's request also does not require overturning decades of established Board precedent concerning the review of parol evidence in contract bar cases. First, Board precedent allows for the use of parol evidence where there is ambiguity within the four corners

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[8] A party need not file a request for review of a DDE before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. If not, a party can file its request at any time following the action until 14 days after a "final disposition" of the proceeding by the Regional Director. A final disposition occurs when the Regional Director dismisses the petition, issues a certification of representative or certification of election results, or orders challenged ballots to be opened and counted. See GC Memo 15-06, "Guidance Memorandum on Representation Case Procedure Changes" at 27 (April 6, 2015).

[9] Moreover, and in further contradiction to the DDE wherein the Regional Director states that the Employer does not "argue that there is contract language describing…essential terms," the Employer does in fact make this argument throughout the hearing. See DDE at p. 9; Tr. at 34-35 and 128.

of a contract (a fact in existence with regard to the Employer's PBS MOA). Moreover, extrinsic record testimony here resolved all remaining ambiguities at hand and make clear that the MOAs were intended to reference back to the 2015 CBA for all terms not specified therein. Alternatively, to the extent that parol evidence is not permitted under officially reported NLRB precedent per our particular set of facts, the Employer respectfully suggests that the Board consider other principles elucidated in contract interpretation decisions and make a narrow exception under our circumstances. Otherwise, one of the Board's major objectives in applying the contract bar doctrine – achieving industrial stability between contracting parties – is ignored as the bargaining relationship between the Employer and Local 741, which has existed for years and resulted in multiple contracts benefitting bargaining unit employees, would be unjustly extinguished.

IV. A SUBSTANTIAL QUESTION OF LAW EXISTS BECAUSE OF BOTH A DEPARTURE FROM BOARD PRECEDENT AND THE ABSENCE OF BOARD PRECEDENT UNDER OUR PARTICULAR CIRCUMSTANCES

A. Wage Increase Structure, Health Insurance Plan, and Retirement Benefits are, among the other Contract Items, Substantial MOA Terms Sufficient to Stabilize the Bargaining Relationship between the Employer and Local 741

The Board has long held that a contract must contain substantial terms and conditions of employment deemed sufficient to stabilize a bargaining relationship. For instance, a contract will not serve as a bar if it is limited to wages alone, or to one or several provisions not deemed "substantial." See Appalachian Shale Products Co., 121 NLRB 1160, 1163-64 (1958). That said, the Board does not require that an agreement delineate completely every single one of its provisions in order to qualify as a bar. See Farrel Rochester Div. of Usm Corp., 256 NLRB 996, 999-1000 (1981) (the Board, in overturning the Regional Director, held that despite only

describing in general terms a union-security clause and dues-checkoff provision, the parties' MOA achieved "bar quality").

Notably, in Leone Indus., 172 NLRB 1463, 1464–65 (1968), the Board found that seniority and vacation provisions related to trainees, and "existing practices during the training period," constituted a bar to an election concerning trainees. The Board determined that the trainees were akin to probationary employees who worked under operative wages, hours, and other terms and conditions of employment and that this "sufficiently stabilize[d] the bargaining relationship to preclude an election at th[at] time," *i.e.*, the contract barred the petition for trainees. Id.

Similarly, in Hotel Employers Ass'n of San Francisco, 159 NLRB 143, 146–47 (1966), the Board found a contract contained sufficient terms like wages, night premiums, and a medical plan, but nonetheless failed as a bar due to a lack of recognition of the intervening union in the contract itself. In finding that the contract did not bar the election in that case, the Board focused solely on the lack of recognition of the Union in the contract. Id. at 147 (the Board "cannot accept under our contract bar principles a contract that does not recognize the signatory union as the collective-bargaining representative of employees with respect to whom the contract is asserted as a bar").

Here, each Employer MOA contains, among other provisions, arguably the three most important terms and conditions to any employee: wage rates and increases, health insurance plan, and a retirement benefit plan. Generally, parties usually have the most contentious disagreements over these specific items because of their cost to employers and their importance to employees' livelihood, both now and in the future. Notably, the MOAs also contained additional substantial terms like clear effective dates and expiration dates. Compare South

Mountain Healthcare, 344 NLRB 375, 375-76 (2005) (the Board, in making its determination that the MOA did not serve as a bar to the petition, found that the contract did not set forth an ascertainable effective date or expiration date sufficient to impart stability to the bargaining relationship.).

B. The Use of Parol Evidence to Resolve Uncertainties Contained in the MOAs is Warranted and Appropriate Under these Circumstances

Generally, the Board has held that the "bar quality" of a contract is usually to be determined without the use of extrinsic evidence. See Waste Management of Maryland, Inc., 338 NLRB 1002, 1003 (2003); Union Fish Co., 156 NLRB 187,191-192 (1965). However, the Board has also held that the use of parol evidence is sometimes necessary to resolve certain ambiguities that exist within the four corners of the contract itself. See Spectrum Health-Kent Community Campus, 353 NLRB 996 (2009) (the Board, in adopting the ALJ's findings, looked to principles utilized in applying the contract-bar doctrine and allowed for the use of parol evidence to resolve an ambiguity existing in the contract).

Despite the parties' intentions and understanding that the 2015 CBA was incorporated for all terms not specifically changed by the Employer's MOAs, an ambiguity on the face of the MOAs justify using parol evidence. In both MOAs, the phrase "Paid Holidays" is included but only reference one paid holiday given to employees (President's Day, effective during the second year of the contract). See ERX #2(a) and (b). Using the plural form of the word "holiday" but then limiting the benefit to a single day creates confusion, resulting in needing to determine the parties' actual intent in drafting and agreeing to such language.

Here, the Employer and Local 741 did not agree to give employees only one paid holiday. It is highly unlikely that Local 741 would ever accept such an outcome and the

Employer would never make such a proposal. Rather, the Employer was including President's Day as an added paid holiday to the six other paid holidays already provided for in the 2015 CBA. See ERX #1 and #2(a) and (b). This was the intent behind using the plural form of "holidays" in the MOAs (which is the same heading used – "Paid Holidays" – in the 2015 CBA). Id. This is further supported by the fact that the Employer left the 2015 CBA posted on its bulletin board so that employees could refer back to it in conjunction with the MOAs. Indeed, there would be no reason for the Employer to leave the 2015 CBA posted if its intent was not to fully incorporate all terms from the CBA unchanged by the MOAs. President and CEO Francis also testified to how as part of the adjustments negotiated in the MOAs there was a "holiday increase," further demonstrating this MOA term was intended to refer back to the 2015 CBA. Tr. at 35. Accordingly, the Employer should be allowed to use parol evidence – both in terms of the 2015 CBA and record testimony – under these circumstances to clarify the parties' true intent and understanding behind the MOAs and terms of employment therein.

Moreover, and contrary to the DDE, the Employer contends that the facts and legal propositions surrounding the Board approved use of parol evidence in RPM Products, Inc., 217 NLRB 855 (1975), is instructive to the case at hand. There, like here, the employer had a situation where the agreement purported to be a contract bar did not mention the bargaining unit employees covered. Additionally, although the two-page contract referenced a six-month cost of living schedule for many different classifications and mentioned an employee handbook as being important, this fell far short of what the Board truly considered paramount in resolving the

ambiguity as to unit description: employer testimony that made it abundantly clear which employees the contract covered.[10]

Indeed, this evidence referenced in the contract did not even specify which classifications were covered but only broadly stated it included all employees, *i.e.*, a distinction without a difference because the actual classification of employees covered by the contract was still unknown and only revealed by way of testimony. Id. Ultimately, the Board determined that because the contract "*on its face appears to have general application*, sufficient ambiguity exists as to the scope of the unit covered to justify resort to parole evidence." Id. (Emphasis added.)

Similarly, the Employer MOAs also appear on their face to have "general application" as they only name the Planned entity (PBS and PLS) that have historically covered each classification at issue (housekeeping and front service). However, unlike the situation that existed in RPM Products where there were many different classes of employees at hand, the "general application" of the MOAs here is much more limited with respect to which employees it could possibly cover. The housekeeping employees – one of only two classifications the Employer employs at Galaxy Towers – also fully understood that the Employer's PBS MOA applied to their classification. In fact, 32BJ's only witness – Bianca Pujol ("Pujol") – explicitly admits on the record that she understood the Employer's PBS MOA[11] to cover housekeeping

[10] The Board also did not determine that either piece of evidence was actually "incorporated" into the contract. See Coca-Cola Enterprises, Inc., 352 NLRB 1044, 1045-46 (2008) (the Board, contrary to the Regional Director, found that an MOU did not "incorporate" terms from a previous contract when phrases used only referred to the agreement and did not affirmatively incorporate it).

[11] Ms. Pujol examined PX #1, which was confirmed on the record as being identical to ERX #2(a), *i.e.*, the Employer's PBS MOA. Tr. at 72-73.

employees employed by PBS working at Galaxy Towers.[12]

In sum, as the Board in RPM Products heavily relied on extrinsic testimonial evidence to uncover the intended unit description, the same should be done herein where the Employer has repeatedly confirmed that each respective MOA applies to the historical classification each entity has covered, *i.e.*, PBS (housekeeping) and PLS (front service).

V. THE BOARD SHOULD RECONSIDER ITS STRICT APPLICATION OF PAROL EVIDENCE IN CONTRACT BAR CASES UNDER OUR PARTICULAR FACTS AND FOLLOW ITS RULES REGARDING PAROL EVIDENCE IN OTHER CONTRACT INTERPRETATION SITUATIONS

The Board in other contract interpretation situations has relied on parol evidence to glean the parties' actual intent within the four corners of a contract. See Doubletree Guest Suites Santa Monica, 347 NLRB 782, 784 (2006) (rejecting the contention that parol evidence should have barred relevant testimony offered to ascertain the meaning of an ambiguous term in an agreement because such extrinsic evidence is admissible for the purpose of resolving these ambiguities). In Sansla, Inc., 323 NLRB 107, 109 (1997), the Board, in upholding an ALJ's decision, held that it "must initially determine whether there is uncertainty or ambiguities in the [a]greement" before resorting to parol evidence. In making this determination, the Board states that:

> Whenever the terms of a written contract or other instrument are susceptible of more than one interpretation, or an ambiguity arises, or the intent or object of the instrument cannot be ascertained from the language employed therein, parole or extrinsic evidence may be introduced to show what was in the minds of the parties at the time of making the contract or executing the instrument, and to determine the object for or on which it was designed to operate.

[12] The testimony by Local 32BJ's only witness also directly cuts against 32BJ's claim that, pursuant to the Employer's MOAs, the MOAs could possibly be understood to apply to any employee at one of the several hundred Planned locations in the area. Given the factual – and limited – realities of our case, such an argument is simply extraordinary and should not be given any consideration. Tr. 137-38.

Id. Thus, where no contract provision described the unit to be covered in Sansla, the Board held "there [was] sufficient uncertainty [] to accept parole evidence to determine the party's intent as to the scope of the unit." Id. See Mining Specialists, 314 NLRB 268, 268-269 (1994) (in contract interpretation matters, "the parties' actual intent underlying the contractual language in question is always paramount, and is given controlling weight."); Electrical Workers IBEW Local 1395 v. NLRB, 797 F.2d 1027, 1033 (D.C. Cir. 1986) ("collective bargaining agreements must be read in light of the realities of labor relations and considerations of federal labor policy…which make up the background against which such agreements are entered").

Here, the Employer and Local 741 have only ever had one bargaining relationship – and contract – at one location for one bargaining unit with only two classifications. This is not a situation where an employer and union have several contracts at different locations with varying units under its purview. Rather, record testimony by the Employer and Local 741 clearly demonstrate that it was the parties' intent to have each MOA relate back to the 2015 CBA for all terms not changed by the MOAs. The Employer also left the 2015 CBA posted on its bulletin board so that employees could refer back to it as a part of the MOAs.

Further, it was absolutely clear to the bargaining unit employees to whom these MOAs applied to at Galaxy Towers. This was evidenced by Ms. Pujol's testimony confirming she understood that the Employer's PBS MOA applied to the housekeeping employees who were employed by PBS working at Galaxy Towers. Moreover, the Employer implemented all terms of the MOAs, including costly retroactive wage increases, immediately after executing the MOAs. To this end, the employees reaped all the benefits of a new contract they surely knew

about,[13] while shortly thereafter – and with the assistance of powerful rival union – contesting the very agreement that had just tremendously improved their working conditions.

In sum, the Employer respectfully requests the Board consider using parol evidence under our narrow and unique circumstances.[14] Otherwise, the parties' stable and fruitful bargaining relationship that has seen enhancements for employees in terms of wages, medical insurance, and new 401k retirement plan, among other improvements, will be improperly cast aside.

VI. EXPEDITED CONSIDERATION OF THE EMPLOYER'S REQUEST FOR REVIEW OR, ALTERNATIVELY, A STAY OF FURTHER REGIONAL DIRECTOR ACTION UNTIL ITS REQUEST FOR REVIEW IS CONSIDERED BY THE BOARD IS NECESSARY

A party requesting review may also move in writing to the Board for an expedited consideration of its request or a stay of further Region Director action. Section 102.67(j)(i)(ii) of the Board's Rules and Regulations. The Board will grant this form of relief upon a clear showing that it is necessary under the particular circumstances of the case. Section 102.67(j)(2) of the Board's Rules and Regulations. Notably, the pendency of a request does not entitle a

[13] Ms. Pujol further admitted that all housekeeping employees received retroactive pay pursuant to the MOAs.

[14] Interestingly, the Board has found it appropriate to use extrinsic evidence to determine whether a contract between parties is a "real" contract. See Frank Hager, Inc., 230 NLRB 476 (1977) (finding contract not a bar to an election where, although it contained substantial terms, the Board found that it was the product of coercion by the employer based on extrinsic evidence). In doing so, the Board has looked past the four corners of a contract to find parties were either not following the terms, or that the contract was the product of coercion, but yet here the Regional Director ignores corroborated extrinsic evidence that would confirm the existence of a meaningful CBA between the Employer and Local 741. See Silver Lake Nursing Home, 178 NLRB 478 (1969) (extrinsic evidence showed contract not a bar because the employer changed and failed to follow terms). Thus, Board precedent appears to allow a rival union to show, through extrinsic evidence, that a written, fully executed contract embracing substantial terms and conditions of employment is not a "real" contract. However, here the Employer is not allowed to use extrinsic evidence to demonstrate a stable collective bargaining relationship with Local 741. See Raymond's Inc., 161 NLRB 838 (1966) (finding contract not a bar to an election based on extrinsic evidence showing employer had unilaterally changed the terms and was generally not following the contract). This should not be the case given the realities of the Employer and Local 741's bargaining history and relationship.

party to interim relief, and an affirmative ruling by the Board granting said relief is required before any Regional Director action can be altered in any fashion. Id.

Here, if the Board cannot grant the Employer expedited consideration of its request for review, the Employer respectfully requests the Board stay all further Regional Director action in this representation matter until it has considered its request. An election in this representation matter was held on December 6. 32BJ won the election. The objections period will end on Thursday, December 13, thereby giving the Regional Director the power to grant a certificate of representative for 32BJ for the housekeeping and front service employees as early as Friday, December 14.

At that point, without the Board granting a stay of Regional Director action, the Employer will be in the position of possibly having to begin negotiations with a union (32BJ) it believes should not be its employees' bargaining representative given its bargaining relationship – and recent successor contract – with Local 741. In Republic Silver State Disposal, Inc., 365 NLRB No. 145 (2017), although the Board majority held that Regional Directors may issue certifications even though a party may still file a request for review of that (or any other) RD action, former Board Member Miscimarra disavowed of such action. Specifically, Miscimarra found this proposition "objectionable and ill-advised as a matter of policy for regional directors to issue a certification before the Board has had an opportunity to address issues raised by the parties regarding the election." Id. Indeed, "the Board's primary function of fostering labor-management stability is necessarily frustrated if union certification precedes the Board's final resolution of election-related issues." Id. The Employer completely agrees with former Board Member Miscimarra.

Accordingly, the Employer respectfully requests expedited consideration of its request for review or, in the alternative, an immediate stay of further Region Director action until the Board has considered the instant request for review.

VII. CONCLUSION

For the reasons set forth above, the Employer respectfully requests that its Request for Review be granted. Additionally, if expedited consideration of the Employer's request for review is not possible, the Employer respectfully requests an immediate stay of further Regional Director action until the Board has considered the request for review.

Respectfully Submitted,

Dated: December 13, 2018

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CERTIFICATE OF SERVICE

In accordance with Sections 102.5 and 102.67(i)(2) of the Board's Rules and Regulations, the undersigned hereby certifies that a signed PDF original copy of the **EMPLOYER'S REQUEST FOR REVIEW OF THE REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION AND REQUEST FOR EXTRAORDINARY RELIEF** was electronically filed with the National Labor Relations Board on December 13, 2018.

The undersigned further certifies that the Employer's Request for Review and Request for Extraordinary Relief was emailed to the following on this 13th day of December 2018.

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